



**DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223**

IN REPLY
REFER TO: **DNSC-C2**

December 2, 2004

Dear Prospective Titanium Sponge Customer:

Attached is Amendment No. 018 to Solicitation of Offers DLA-TITANIUM SPONGE-003. On Monday, January 10, 2005, at 10:00 a.m., local time, Fort Belvoir, VA, the Defense Logistics Agency, Defense National Stockpile Center (DNSC), will open and consider offers for the sale of approximately 5,539,804 pounds of titanium sponge under this Solicitation. Offers are to be addressed as follows:

ATTN: DNSC-R (Bid Custodian)
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223

Offers may also be faxed in accordance with Section B.5 Facsimile Submissions (JUL 97) of the Solicitation to facsimile number (703) 767-5541.

Please ensure that all documents provided with this Amendment No. 018 (Sections I.1 through I.9) are submitted along with your offer. In addition to submitting these documents, offerors are also required to acknowledge receipt of Amendment No. 018 as well as Amendment Nos. 003, 006, and 011 to the Solicitation by signing in the space provided in the amendments and submitting a copy along the offer. Copies of the Solicitation, DLA-TITANIUM SPONGE-003, and copies of the amendments are also available on the DNSC Website, <https://www.dnsc.dla.mil>.

Thank you for your interest in DNSC's titanium sponge sales program. If you have any questions, please contact the titanium sponge contract specialist, Ms. Nadine Sellers, by telephone at (703) 767-5346, by facsimile at (703) 767-5411, or by email at: nadine.sellers@dla.mil.

Sincerely,

//s//

RICHARD A. TALBOTT
Contracting Officer



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY
REFER TO

DNSC-C2

December 2, 2004

AMENDMENT NO. 018
SOLICITATION OF OFFERS FOR
TITANIUM SPONGE
UNDER DLA-TITANIUM SPONGE-003

The above referenced Solicitation for the sale of Titanium Sponge is hereby amended to schedule an offering for Fiscal Year 2005, revise the listing of available material, and update various sections of the Solicitation, as follows:

1. Amendment Nos. 001, 002, 004, 005, 007, 008, 009, 010, 012, 013, 014, 015, 016, and 017 are no longer applicable to this Solicitation and are deleted in their entirety.

2. Section A.1 Introduction (JUL 97)

Section A.1 Introduction (DEC 04)

Delete this section in its entirety and replace with the following:

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) is soliciting offers for the sale of approximately 5,539,804 pounds of titanium sponge in Fiscal Year 2005. The **first offering** will be held on **Monday, January 10, 2005, at 10:00 AM local time, Ft. Belvoir, VA.** If all material is not sold, subsequent offerings will be announced. Offerors are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material. Offers must be received at the address in Section B.2.a. by 10:00 AM local time, Ft. Belvoir, VA. **In the event that DNSC is closed at that time, offers for that day will be received at 10:00 AM local time, Ft. Belvoir, VA on the next DNSC business day.**
- b. Delivery of the titanium sponge is F.O.B. carrier's conveyance. The Government will assist with outloading. (See Section F.1.d. and F.1.e.)
- c. This solicitation supersedes Invitation for Bids DLA-TITANIUM SPONGE-002, which is cancelled in its entirety.

3. Add the following as Section A.3 Foreign Trade Statistics Regulations:

A.3 Foreign Trade Statistics Regulations (MAR 02)

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Agreement.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).

- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
 - (1) Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

4. Section B.3 Minimum Quantity (JAN 95)

Delete this section in its entirety and replace with the following:

Section B.3 Minimum Quantity (DEC 04)

The minimum offer quantity for each location shall be one (1) truckload as follows: Cramet – 34,500 pounds; RMI – 36,000 pounds; and Electromet – 37,500 pounds, unless a smaller amount is all that is available for the line item. An offer for less than the minimum quantity may render the Offeror ineligible for award.

5. SECTION C – INSPECTION/SAMPLING, as amended by Amendment No. 003, is replaced with the following:

SECTION C – INSPECTION/SAMPLING (DEC 04)

No inspection or sampling of the material will be permitted.

6. SECTION D – PAYMENT

Delete this section in its entirety and replace with the following:

SECTION D - PAYMENT

D.1 Payment (MAY 04)

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**

- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223

- c. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- d. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.10.**)

D.2 Payment Due Date (MAY 04)

- a. Payment due dates will be applied as follows:
- (1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Sale of Government Property Negotiated Sales Contract (APR 00)**.
 - (2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than **30** calendar days after DNSC receives current, accurate and complete Shipping Instructions. Shipping Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section **D.1.e.**, **F.1.a.**, and **G.10**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section **G.7**. If the Contractor fails to submit current, accurate and complete Shipping Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made **before** shipment of material.
- b. If payment is not received by 4:30 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.
- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (MAY 04)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Negotiated Sales Contract (APR 00)** (with or without the issuance of an invoice by the Government);
 - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due; or
 - (3) If payment terms have been approved, **30** calendar days after the date that DNSC receives current, accurate and complete Shipping Instructions provided that Shipping Instructions are submitted on or before the final day of the contract period. If Shipping Instructions are not submitted on or before the final day of the contract period, amounts shall be due in accordance with the provisions of Section **D.3.b.(1)**.

D.4 Penalty and Administrative Charges (MAY 04)

In addition to interest charges specified in Section **D.3**, above, a penalty charge of 6 percent per annum shall be assessed on any debt principal that is delinquent more than 90 calendar days. Penalty charges shall accrue from the date the principal amount due becomes delinquent until paid. Additional administrative charges may be assessed, if needed. Administrative charges relate only to delinquent debts and will be assessed to cover expenses incurred by the Government in the recovery of such debts.

7. **Section E.1 Removal of Material (FEB 98)** is deleted in its entirety and replaced with the following:

Section E.1 Removal of Material (DEC 04)

- a. The contract period shall be six (6) months from the date of contract award.
- b. The Contractor is required to provide the Government with a completed Section **I.9 Anticipated Removal Schedule** which shall be a part of this contract. **Section I.9** is attached to this Amendment No. 018.
- c. If the Contractor fails to pay for and remove the material in accordance with the schedule specified in the contract, the Contractor will be considered delinquent and no material will be shipped until payment has been made.
- d. The contract period includes Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

8. **Section G.2 Title (JAN 98)** is deleted in its entirety and replaced with the following:

G.2 Title (JUL 02)

Title to the material shall pass to the Contractor after payment is received or the material is shipped, whichever occurs first.

9. Section G.3 Risk of Loss (JAN 98) is deleted in its entirety and replaced with the following:

G.3 Risk of Loss (JUL 02)

- a. After the award of the contract and prior to receipt of payment for or shipment of the material, whichever occurs first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such period will be adjusted by the Government.
- b. After receipt of payment but prior to either shipment or the end of the contract period, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c. After shipment or the end of the contract period, whichever occurs first, all risk off loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

10. Section G.5 Agency Protests (FEB 00) is deleted in its entirety and replaced with the following:

G.5 Agency Protests (NOV 02)

- a. **General.** Companies may file a protest over sales under this Solicitation with the –
 - (1) General Accounting Office (GAO);
 - (2) Director, Directorate of Stockpile Contracts, DNSC, for a decision at a level above the Contracting Officer;
 - (3) Contracting Officer

Unless otherwise specified, protests will be presumed to be protests to the Contracting Officer.

- b. **Pre-Award Protests.** Protests based on alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be filed not later than the next closing time set for receipt of offers following the incorporation.
- c. **Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known prior to the debriefing, the initial protest shall be filed not later than 10 calendar days after the date of the debriefing.
- d. **Service of Protest.**
 - (1) Protests to the General Accounting Office shall be filed in writing, in accordance with 4 CFR 21, at the following address:

General Counsel
Attn: Procurement Law Control Group
U.S. General Accounting Office
441 G Street, NW
Washington, DC 20548

A copy of any protest to the GAO shall be served on the Contracting Officer at the address in (3) below, within one day of filing the protest. Firms seeking to file a protest with GAO are advised to consult the GAO regulations at 4 CFR 21 and the GAO publication, **Bid Protests at GAO: A Descriptive Guide**. Copies of these documents are available from the General Accounting Office.

- (2) As an alternative to filing a protest with the Contracting Officer, bidders or offerors may seek an independent review by filing an agency-level protest with the DNSC Director, Directorate of Stockpile Contracts. This process allows for a higher level decision on the initial protest. It is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer. A protest seeking an agency-level decision should clearly state that it is an "Agency Level Protest Under Executive Order 12979." The protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial carrier, or fax:

Attn: DNSC-C, Director, Directorate of Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5411

- (3) Protests seeking a decision by the Contracting Officer shall be served in writing at the following address and may be filed by mail, hand delivery, commercial carrier, or fax:

Attn: DNSC-C – (Insert name of the Contracting Officer)
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5484 or (703) 767-5494

11. Section G.6 Disputes (JAN 95) is deleted in its entirety and replaced with the following:

G.6 Disputes (FEB 03)

- a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
 - f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
 - g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
 - h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
 - i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

12. Section G.7 Default (JUL 97) is deleted in its entirety and replaced with the following:

G.7 Default (FEB 03)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to –

- (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title and interest which it might otherwise have acquired in and to the material as to which a default has occurred.
- (3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.
- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred. In order to calculate the Government's damages on contracts where the contract price is determined on a formula-price basis, the Government will establish the contract price for the quantity of material on which the default has occurred as follows: Using the pricing mechanism set forth in the contract, the Government will set the price as though the material had been priced on the last day of the contract period or the date of the termination notice, whichever is earlier.
- d. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- e. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

13. Section G.10 Setoff of Funds (JUL 98) is deleted in its entirety and replaced with the following:

Section G.10 Setoff of Funds (MAY 04)

The Contractor agrees that the Government may use all or a portion of any monies received by the Government to satisfy, in whole or in part, any debt (e.g., delinquent payments, interest, penalty charges, administrative charges, or storage charges), arising out of this or any other transaction.

14. All previous **Sections I.2 Item Offer Page – Titanium Sponge** are deleted in their entirety and replaced with the attached **Section I.2 Item Offer Page – Titanium Sponge (DEC 04)**. For chemical specification limits and physical requirements, offerors should refer to the governing specification numbers and dates in Amendment No. 003 to the Solicitation by using the Applicable Purchase Specification column in the Table of Contents in **Section J.1 – Titanium Sponge Specifications (AUG 00)**.

15. A Contractor must use a carrier that has an “en route security plan” conforming to the requirements of 49 CFR 172.802.

16. Section J.2 Storage Locations (APR 00)

Delete this section in its entirety and replace with the attached **Section J.2 Storage Locations (DEC 04)**.

17. Section J.4 Material Safety Data Sheet

Delete this section in its entirety and replace with the attached **Section J.4 Material Safety Data Sheet (DEC 03)**.

18. Except as provided herein, all other terms and conditions of DLA-TITANIUM SPONGE-003 and Amendment Nos. 003, 006, and 011, thereto, remain unchanged and in full force and effect.

19. Offerors shall acknowledge receipt of this Amendment by signing in the space provided below and returning a copy of this form along with their offer (including Sections I.1 through I.9, attached) to:

ATTN: DNSC-R/Bid Custodian
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile number is (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the Offeror being considered ineligible for award.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

I.1 Sale of Government Property Negotiated Sales Contract (APR 00)

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		PAGE 1 OF	
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting officer executing this contract and the Contractor below identified. The Government agrees to sell and the Contractor agrees to buy the material described below in accordance with the terms and conditions of DLA-TITANIUM SPONGE-003. In the event of a conflict between the terms of the Solicitation and the Negotiated Sales Contract, the terms of the Negotiated Sales Contract shall govern.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (No. of Unit(s))	UNIT	UNIT PRICE	AMOUNT
EXECUTION BY CONTRACTOR			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY:		DATE:
NAME OF CONTRACTOR					
ADDRESS (Street, City, State & Zip Code) (Type or Print)			NAME AND TITLE OF CONTRACTING OFFICER		
Telephone Number:					
Facsimile Number					
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print name and title under signature)					

I.2 Item Offer Page -- Titanium Sponge (DEC 04)

<u>Item #</u>	<u>Location</u>	<u>Type</u>	<u>Producer</u>	<u>BHN Range</u>	<u>Quantity (lbs)</u>	<u>Quantity Offered *</u> <u>(lbs)</u>	<u>Unit Price</u> <u>(\$ per lb)</u>	<u>Total Offered Price</u> <u>(\$)</u>
22	Pt. Pleasant, WV	A	Cramet	<100 - 120	785,600	X	=	
30	Warren, OH	C	RMI	<100 - 150	2,973,600	X	=	
31	Warren, OH	C	Electromet	<100 - 150	1,780,604	X	=	
Total:					5,539,804			

* Minimum offer quantity per location is one truckload: Cramet -- 34,500 lbs; RMI -- 36,000 lbs; Electromet -- 37,500 lbs.

Storage Pt. Pleasant -- inside (palletized); Warren -- inside (palletized and not palletized).

Company Name

Name and Title

Signature and Date

I.3 Certificate of Independent Price Determination (JAN 01)

a. The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs **a.(1)** through **a.(3)**, above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or offer, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision **b.(2)(i)** above have not participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs **a.(1)** through **a.(3)** above.

c. If the offeror deletes or modifies subparagraph **a.(2)** above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

- a. (1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals -
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a. (1)(i)(B) of this provision.
 - (D) Are ☐ are not ☐ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
 - (E) Have ☐ have not ☐ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
 - (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Offeror answers affirmatively to (a)(1), above, the Offeror shall include in its offer an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Solicitation for default.

I.5 Type of Business Organization (APR 96)

The Offeror represents that--

- a. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- b. If the offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business in _____ (country)
- c. If the offeror is a corporation, it is ☐ independent (not owned or controlled by another company), ☐ owned or controlled by _____ corporation company registered for business in _____ (state/country).
- d. If the offeror is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.):

- e. The offeror agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Authorized Negotiators (JUN 95)

The Offeror represents that the following individuals are authorized to negotiate on its behalf.

TYPED NAME	TITLE	TELEPHONE NO.

I.7 Persons Authorized to Request Shipment of Material (FEB 98)

The Offeror shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign **Section J.3 Shipping Instructions:**

TYPED NAME	SIGNATURE	TITLE	TELEPHONE NO.

I.8 Offeror's Billing Address (JUL 95)

The Offeror shall provide its billing address and billing facsimile number below.

I.9 Anticipated Removal Schedule – Titanium Sponge (DEC 04)

Offerors must specify both a minimum and maximum removal weight for each 90-calendar day period based on the percentage of the offer (or subsequent award) weight.

[illegible]

J.2 Storage Locations (DEC 04)

<i>Depot</i>	<i>Status</i>	<i>Address</i>	<i>Manager</i>	<i>Phone #</i>	<i>Fax #</i>	<i>Shipping Hours</i>	<i>Access</i>
Pt. Pleasant, WV	Staffed	2601 Madison Avenue Pt. Pleasant, WV 25550-1603	Dave Taylor	(304) 675-3410	(304) 675-1635	Mon-Fri 0700-1430	Truck/Rail
Warren, OH	Staffed	Pine Street Extension Warren, OH 44482-9999	Jack Pittano	(330) 652-1456 (800) 373-4110	(330) 652-5167	Mon-Fri 0730-1430	Truck/Rail

Operations and Logistics Division - Point of Contact:

Russell Foster
Defense Logistics Agency
Defense National Stockpile Center (DNSC-OL)
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223

Telephone: (703) 767-7619
Facsimile: (703) 767-7608

J.4 MATERIAL SAFETY DATA SHEET (DEC 03)

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

DEFENSE LOGISTICS AGENCY

DEFENSE NATIONAL STOCKPILE CENTER

8725 JOHN J. KINGMAN ROAD

SUITE 3339

FORT BELVOIR, VA 22060-6223

EMERGENCY TELEPHONE NUMBER:

1-800-424-9300 (NORTH AMERICA)

1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: TITANIUM SPONGE

TRADE NAMES/SYNONYMS:

DLANA398

CHEMICAL FAMILY: metal

CREATION DATE: Sep 30 1992

REVISION DATE: Dec 15 2003

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: TITANIUM

CAS NUMBER: 7440-32-6

EC NUMBER (EINECS): 231-142-3

PERCENTAGE: 99.1-99.6

COMPONENT: MAGNESIUM

CAS NUMBER: 7439-95-4

EC NUMBER (EINECS): 231-104-6

PERCENTAGE: <0.5

COMPONENT: CHLORINE

CAS NUMBER: 7782-50-5

EC NUMBER (EINECS): 231-959-5

PERCENTAGE: <0.2

COMPONENT: SODIUM METAL

CAS NUMBER: 7440-23-5

EC NUMBER (EINECS): 231-132-9

PERCENTAGE: <0.19

COMPONENT: OXYGEN, COMPRESSED GAS

CAS NUMBER: 7782-44-7

EC NUMBER (EINECS): 231-956-9

PERCENTAGE: <0.1

COMPONENT: IRON
CAS NUMBER: 7439-89-6
EC NUMBER (EINECS): 231-096-4
PERCENTAGE: <0.1

COMPONENT: LITHIUM
CAS NUMBER: 7439-93-2
EC NUMBER (EINECS): 231-102-5
PERCENTAGE: <0.09

COMPONENT: POTASSIUM
CAS NUMBER: 7440-09-7
EC NUMBER (EINECS): 231-119-8
PERCENTAGE: <0.09

COMPONENT: ALUMINUM, METALLIC, POWDER
CAS NUMBER: 7429-90-5
EC NUMBER (EINECS): 231-072-3
PERCENTAGE: <0.07

COMPONENT: HYDROGEN
CAS NUMBER: 1333-74-0
EC NUMBER (EINECS): 215-605-7
PERCENTAGE: <0.05

COMPONENT: SILICON
CAS NUMBER: 7440-21-3
EC NUMBER (EINECS): 231-130-8
PERCENTAGE: <0.04

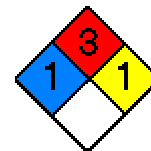
COMPONENT: CARBON BLACK
CAS NUMBER: 1333-86-4
EC NUMBER (EINECS): 215-609-9
PERCENTAGE: <0.025

COMPONENT: NITROGEN, COMPRESSED GAS
CAS NUMBER: 7727-37-9
EC NUMBER (EINECS): 231-783-9
PERCENTAGE: <0.015

COMPONENT: WATER
CAS NUMBER: 7732-18-5
EC NUMBER (EINECS): 231-791-2
PERCENTAGE: <0.02

3. HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=1 FIRE=3 REACTIVITY=1



EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Matte-gray sponge or granules.

MAJOR HEALTH HAZARDS: No significant target effects reported.

PHYSICAL HAZARDS: Extremely flammable. May ignite spontaneously on exposure to air. May react on contact with water.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation, chest pain, difficulty breathing

LONG TERM EXPOSURE: irritation, difficulty breathing, lung damage, blood disorders

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information on significant adverse effects

INGESTION:

SHORT TERM EXPOSURE: no information on significant adverse effects

LONG TERM EXPOSURE: no information on significant adverse effects

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: No

4. FIRST AID MEASURES

INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

SKIN CONTACT: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

INGESTION: If a large amount is swallowed, get medical attention.

5. FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Severe fire hazard.

EXTINGUISHING MEDIA: dry sand, graphite, sodium chloride

Large fires: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn.

FIRE FIGHTING: Do not get water inside container. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

6. ACCIDENTAL RELEASE MEASURES

WATER RELEASE:

Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

OCCUPATIONAL RELEASE:

Do not touch spilled material. Stop leak if possible without personal risk. Do not get water inside container. Small spills: Flood with water. Large spills: Dike for later disposal. Keep unnecessary people away, isolate hazard area and deny entry. Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202)426-2675 (USA).

7. HANDLING AND STORAGE

STORAGE: Store and handle in accordance with all current regulations and standards. Keep separated from incompatible substances.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

TITANIUM SPONGE:

No occupational exposure limits established.

VENTILATION: Provide local exhaust ventilation system. Ventilation equipment should be explosion-resistant if explosive concentrations of material are present. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

Any dust, mist, and fume respirator.

Any air-purifying respirator with a high-efficiency particulate filter.

Any powered, air-purifying respirator with a dust, mist, and fume filter.

Any powered, air-purifying respirator with a high-efficiency particulate filter.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.

Any self-contained breathing apparatus with a full facepiece.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Matte-gray sponge or granules.

BOILING POINT: Not applicable

MELTING POINT: Not available

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY: Not available

WATER SOLUBILITY: Not available

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

10. STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure. Water may react explosively with molten material.

CONDITIONS TO AVOID: Avoid contact with air. Avoid heat, flames, sparks and other sources of ignition. Dangerous gases may accumulate in confined spaces. Keep out of water supplies and sewers.

INCOMPATIBILITIES: acids, metal salts, metals, bases, halogens, halo carbons, metal oxides, oxidizing materials

TITANIUM:

ACIDS (STRONG): Attacks.

ALKALI-METAL CARBONATES: Vivid incandescence.

ALUMINUM: Incompatible.

BASES (STRONG): Incompatible.

BROMINE TRIFLUORIDE: Incandescence and violent reaction.

CARBON BLACK: May form pyrophoric mixtures.

CARBON DIOXIDE: Ignitable and explosive.

CARBON DIOXIDE + NITROGEN: Ignites on heating.

HALOCARBONS: Incompatible.

HALOGENS: Incandescence and ignition when heated.

METAL CARBONATES: Explosive reaction.

METAL OXIDES: Violent reaction when heated.

METAL OXY SALTS: Incompatible.

MINERAL ACIDS: Incompatible.

NITROGEN: Burns vigorously above 802 C.

NITRIC ACID (RED FUMING): Violent explosion when touched.

NITRYL FLUORIDE: Ignition upon mild warming.

OXIDIZERS (STRONG): Incompatible.

OXYGEN (LIQUID): Forms detonable mixture.

POTASSIUM COMPOUNDS: Vivid incandescence and explosion upon heating.

POTASSIUM PERCHLORATE + NICKEL: May ignite.

SILVER FLUORIDE: Incandescent at 320 C.

TRICHLOROETHYLENE: Will flash or spark on heavy impact.

TRICHLOROTRIFLUOROETHANE: Will flash or spark on heavy impact.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: miscellaneous decomposition products

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

TITANIUM:

TUMORIGENIC DATA:

114 mg/kg intramuscular-rat TDLo/77 week(s) intermittent; 360 mg/kg intramuscular-rat TD/69 week(s) intermittent

REPRODUCTIVE EFFECTS DATA:

158 mg/kg oral-rat TDLo multigenerations

ADDITIONAL DATA: May cross the placenta.

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

TITANIUM: May cause irritation of the respiratory tract, tightness and pain in the chest, coughing, and difficulty breathing.

CHRONIC EXPOSURE:

TITANIUM: Workers exposed to titanium dusts reported mild irritation and a high incidence of chronic bronchitis. The early stages of the disease were characterized by impaired pulmonary respiration and ventilatory capacity, and by reduced blood alkalinity. Pneumoconiosis, fibrosis and lesions of the lung have been reported following dust exposure.

SKIN CONTACT:

ACUTE EXPOSURE:

TITANIUM: May cause irritation.

CHRONIC EXPOSURE:

TITANIUM: No data available.

EYE CONTACT:

ACUTE EXPOSURE:

TITANIUM: May cause irritation.

CHRONIC EXPOSURE:

TITANIUM: Implants into the vitreous body of rabbit eyes were well tolerated for at least a year.

INGESTION:

ACUTE EXPOSURE:

TITANIUM: Reported to be poorly absorbed from alimentary tract.

CHRONIC EXPOSURE:

TITANIUM: Reproductive effects have been reported in animals.

12. ECOLOGICAL INFORMATION

Not available

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

14. TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101:

PROPER SHIPPING NAME: Titanium sponge granules

ID NUMBER: UN2878

HAZARD CLASS OR DIVISION: 4.1

PACKING GROUP: III

LABELING REQUIREMENTS: 4.1



CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

SHIPPING NAME: Titanium sponge granules

UN NUMBER: UN2878

CLASS: 4.1

PACKING GROUP/RISK GROUP: III

LAND TRANSPORT ADR:

PROPER SHIPPING NAME: Titanium sponge granules

UN NUMBER: UN2878

CLASS: 4.1

CLASSIFICATION CODE: F3

PACKING GROUP: III

LABELS: 4.1

LAND TRANSPORT RID:

PROPER SHIPPING NAME: Titanium sponge granules

UN NUMBER: UN2878

CLASS: 4.1

CLASSIFICATION CODE: F3

PACKING GROUP: III

LABELS: 4.1

AIR TRANSPORT IATA:

PROPER SHIPPING NAME: Titanium sponge granules

UN/ID NUMBER: UN2878

CLASS OR DIVISION: 4.1

HAZARD LABELS: 4.1

PACKING GROUP: III

AIR TRANSPORT ICAO:

PROPER SHIPPING NAME: Titanium sponge granules

UN NUMBER: UN2878

CLASS OR DIVISION: 4.1

LABELS: 4.1

UN PACKING GROUP: III

MARITIME TRANSPORT IMDG:

PROPER SHIPPING NAME: Titanium, sponge granules

UN NUMBER: UN2878

CLASS OR DIVISION: 4.1

PACKING GROUP: III

15. REGULATORY INFORMATION

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

CHLORINE: 10 LBS RQ

SODIUM METAL: 10 LBS RQ

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30): Not regulated.

SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40): Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: No

CHRONIC: No

FIRE: Yes

REACTIVE: Yes

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.

OSHA PROCESS SAFETY (29CFR1910.119):

CHLORINE: 1500 LBS TQ

STATE REGULATIONS:

California Proposition 65:

Known to the state of California to cause the following:

CARBON BLACK (airborne, unbound particles of respirable size)

Cancer (Feb 21, 2003)

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

16. OTHER INFORMATION

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